

Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS

WARNING: Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to www.P65Warnings.ca.gov/passenger-vehicle. Renter agrees by Renter's signature on the Rental Agreement Summary (the "Summary"), or by clicking the "I Accept" button at a rental kiosk, or via an internet rental, or via online check-in that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in the Summary and these Additional Terms and Conditions (collectively the "Contract"), for the Rental Period. In the event that Owner assigns a new rental agreement number during the Rental Period for the purpose of invoicing Renter, though subsequent agreements are not executed by Renter, Renter acknowledges and agrees that the terms and conditions in this Contract will govern for the period ending when Renter executes a subsequent rental agreement. Renter agrees that electronic signatures have the same force and effect as manual signatures. Renter expressly acknowledges that Renter and Owner are the only parties to the Contract, notwithstanding that a reservation for vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from the agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. The Contract is the entire agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

1. Definitions: For the purposes of the Contract, the following terms are specifically defined:

a. **"Additional Authorized Driver(s)" (AAD(s))** means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on the Summary as ADDITIONAL AUTHORIZED DRIVER(S) (subject to durational limits stated on the Summary, if any), and with the permission of Renter, includes: (1) Renter's spouse or domestic partner (same or opposite sex) who meets the minimum rental age and holds a valid license. (2) Renter's employer or coworker if they are engaged in business activity with Renter, are licensed drivers, and meet the Owner's minimum age requirement. An additional fee may apply.

b. **“Optional Accessories”** means but is not limited to optional child seats, non-pre-Installed global positioning systems and similar products and services, ski racks, toll transponders and/or other products accepted by Renter.

c. **“Owner”** for the purposes of the Contract means “the Limited Liability Company” shown on the Summary.

d. **“Rental Period”** means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.

e. **“Renter”** means the person, or entity identified on the Summary as “RENTER”.

f. **“Vehicle”** means the “ORIGINAL VEHICLE” or any replacement vehicle(s), inclusive of vehicle as equipped and furnished by the manufacturer and any equipment added by Owner.

2. Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES “AS IS” AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or AAD (s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD (s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

Warning: California Vehicle Code Section 10855 provides for the following: “If a person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within 72 hours after the lease or rental agreement has expired, the person shall be presumed to have embezzled the vehicle.”

3. Payment by Renter.

a. For items designated as either “/hour”, “/day”, “/week” or “/month” on the Summary:

(1) “/hour” is 60 consecutive minutes or any portion thereof beginning at the start time of the rental.

(2) If “day = 24 hour period”, “/day” is each consecutive 24 hours beginning at the start time of the rental.

(3) If “day = calendar day”, “/day” is each consecutive full or partial day of the week.

(4) “/week” is 7 consecutive 24 hour days beginning at the start time of the rental.

(5) “/month” is 30 consecutive 24 hour days beginning at the start time of the rental.

(6) Unless expressly modified on the Summary, all charges are for a minimum of 1 day.

b. Renter shall pay Owner, its affiliates or agents amounts as set forth on the Summary for:

(1) The hour, day, week and month charges on the Summary for the Rental Period. The “/hour” charge if shown on the Summary shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on the Summary, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter’s responsibility.

(2) The mileage charge per mile for all miles exceeding any free miles set forth on the Summary permitted for the Rental Period.

(3) The Optional Accessories, services and/or products charges for those items accepted by Renter for the Rental Period set forth on the Summary.

(4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent third party provider. See www.keystogreen.com for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.

(5) The charges for the rental of the toll collection transponder, if applicable. The optional Tollpass Service accepted by Renter provides for the daily rental of a toll collection transponder or, in some states or provinces, the use of a pre-installed device or video-monitored toll collection services. In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter’s credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the transponder, pre-installed

device or video monitored service during the Rental Period within the Tollpass Service area at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party: Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such amounts. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties. See Paragraph 3.(c.)(4.). A current listing of Tollpass service area covered roads is available upon request, at "www.htallc.com/tollpass" or (877) 765-5201.

(6) The fuel charge at the rate shown on the Summary. If the fuel charge is based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level. The difference in fuel level will be calculated based on the difference shown on the fuel gauge (rounded to the nearest 1/8th) between rental date and return date or as determined by a pre-installed Telematics Device in the Vehicle. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it or for any unused fuel. The fuel charge is not a retail sale of fuel.

(7) The one way fee (for returning to a predetermined location other than the Branch Address on the Summary), fees for AAD(s) where applicable and/or fees based on Renter or AAD(s) age.

(8) The Young Driver Fee.

(9) The other fees and charges (none of which are taxes), if applicable, including but not limited to:

a. The tourism commission assessment recovery (TOUR REC), by which Owner recovers the tourism assessment applicable to this rental as permitted by Section 13995.65 of the Government Code;

b. The customer facility charge (CFC) which is required by an airport to be collected by a rental company from Renter, in connection with this rental, for the financing, design, construction, improvement, operation, maintenance and/or modification of consolidated airport vehicle rental car facilities, other airport facilities, and/or common use transportation related systems and vehicles, and/or any other permissible use of the CFC under relevant federal, state or municipal laws, ordinances, or regulations, and/or relevant agreements, and

c. The Concession Fee Recovery (CONC REC) which is Owner's charge to recover the renter's proportionate share of the amount paid by the rental company to the owner or operator of an airport for the right or privilege of conducting a vehicle rental business on the airport's premises;

d. The Vehicle License Recovery Fee (VEH LIC RECOVERY) which is the Owner's charge to recover Owner's estimated average daily cost per vehicle for charges imposed by governmental authorities to title, register and plate all vehicles in its/their rental fleet within the state in which the rental originates. The VEH LIC RECOVERY is not calculated based on the costs imposed on a particular vehicle.

e. The Airport Concession Fee Recovery (AIR CON) which is the renter's proportionate share of the amount paid by the rental company to the owner or operator of an airport for the right or privilege of conducting a vehicle rental business on the airport's premises.

f. The Air Tran Fee (AIR TRAN) which is the fee collected on behalf of the airport for providing a common use busing system or light rail transit system operated for the movement of passengers between the terminal and a consolidated on-airport rental car facility. Renters who have deplaned or will embark the airport via airplane will be presumed to have utilized the common use busing system or light rail transit system operated for the movement of passengers between the terminal and the consolidated airport rental car facility. Renters who provide proof that they arrived and will depart from the consolidated airport facility by means other than the common use busing system or light rail transit system operated for the movement of passengers between the terminal and the consolidated airport rental car facility are exempt from this charge.

(10) The taxes, fees and other mandatory charges imposed by states, provinces, counties and other governmental authorities.

(11) The Car Class Change fee.

c. Additional Obligations of Renter – Unless prohibited by law, Renter shall pay Owner, its affiliates or agents:

(1) If Renter returns Vehicle to a location other than the designated return location a vehicle recovery fee, unscheduled one way fee or drop charge which shall be no more than the greater of: a) \$300.00; b) \$1.50 per mile between return location and original rental office; or c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return.

(2) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), if DW, as described in paragraph 17, does not apply.

(3) A fee to clean Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other soilage.

(4) All fines, costs, charges and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Without advance notice, Renter agrees to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party, and that such amounts, plus Processing Fees, may be collected from Renter by Owner, its affiliates or a third party. Renter agrees that such collection is not a transfer of liability where prohibited. Renter agrees that such payment may prejudice, waive, and relinquish (and Renter agrees to waive and relinquish) Renter's ability and right to contest Fines, Tolls and Violations and/or any legal violation underlying same (Violative Action) with the applicable authority. Owner, its affiliates or a third party may assess a fee of up to \$35 per each of the Fines, Tolls and Violations (Processing Fees) to apply towards all costs incurred in connection with the Fines, Tolls and Violations and their administration.

(5) For use of the optional Tollpass Service, a Tollpass Convenience Charge (TCC) (where available) of up to \$7.00 per day of the Rental Period for each day Vehicle is operated on a Tollpass Service area covered road and Vehicle operator does not pay an applicable toll or rent a toll collection transponder from Owner, if applicable. Total TCC charges will not exceed \$35.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and the Citations and Tolls FAQ on the FAQs page at www.carventures.com, which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of Tollpass Automatic Service covered roads is available upon request, at www.htallc.com/tollpass or (877) 765-5201. Operation of Vehicle on a roadway or bridge not covered by Tollpass Automatic Service where applicable tolls are not paid may subject the Renter to Fines, Tolls and Violations see Paragraph 3.c.(4) above. For West Virginia only: Each day that Vehicle is operated on a Tollpass Service area covered road where Vehicle operator does not pay an applicable toll shall constitute Renter's affirmative agreement, acknowledgement, and acceptance (i) of the optional Tollpass Service, and (ii) that Renter will be charged the TCC. The TCC may be separately charged to Renter's credit or debit card by Owner or a third party after the conclusion of the Rental Period.

(6) A late charge of 1 1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

(7) The taxes, fees and other mandatory charges imposed by states, provinces, counties and other governmental authorities.

(8) All expenses incurred by Owner in the collection of amounts due Owner under the Contract or in regaining possession of Vehicle or in enforcing any term or condition, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.

(9) A fee to recharge an Electric Vehicle (Battery Electric or Plug In Hybrid Electric) if Vehicle is returned with less charge than when rented.

(10) RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATE TO TRANSFER AND PROVIDE TO ANY THIRD PARTY, WITHOUT NOTICE TO RENTER, RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO PROCESS PAYMENT FOR, ENABLE THE COLLECTION OF, OR TRANSFER LIABILITY FOR ALL AMOUNTS RENTER IS OBLIGATED TO PAY UNDER THIS PARAGRAPH 3.C, INCLUDING, WITHOUT LIMITATION, TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD, AND ANY FINES, TOLLS, VIOLATIONS, PROCESSING FEES, OR ANY VIOLATIVE ACTION.

d. Agreements and acknowledgements regarding payment cards –

(1) IF A CREDIT CARD OR DEBIT CARD IS PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THE CONTRACT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF OWNER INITIATES ANY CHARGE THAT IS DISHONORED, RENTER AUTHORIZES OWNER TO RE-INITIATE SAID CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.

(2) The authorization or deposit amount on the Summary will be taken by Owner as an authorization or sale. Such funds will not be available for use by Renter until after Vehicle is returned. One or more incremental authorizations and/or deposits may be taken during the Rental Period if Renter incurs additional charges.

(3) Renter acknowledges final amounts charged to Renter's card may exceed amounts shown on the Summary, if Renter incurs charges not included in such amounts.

e. Owner reserves the right, in its sole discretion, to set off or deduct from any amounts owed from Owner to Renter under the Contract any amounts owed from Renter to Owner under the Contract. Owner will attempt to refund Renter any amount collected from

Renter that exceeds the aggregate of all of Renter's obligations to Owner within 20 business days after Owner has confirmed the full extent of such obligations. Where applicable for payments made by cash, check or money order, any such excess will be refunded by check.

All amounts are subject to final audit by Owner.

4. Prohibited Use and Termination of Right to Use.

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter, or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training or testing.

(3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS:

i. Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state, province, and/or federal government where Vehicle is rented and/or operated; and

ii. Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state, provincial (If Vehicle Is operated in Canada), ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal, fraudulent, or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired by or under the influence of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with

an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.

(9) Vehicle shall not be driven, except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway, or over bridges posted for a maximum weight of three (3) tons or less.

(10) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner pertaining to rental, use or operation of Vehicle.

(11) Renter shall not transfer or assign the Contract and/or sublease Vehicle.

(12) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

(13) Vehicle shall not be used for testing Vehicle's technological components or capabilities.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the address stated on the Summary or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Extensions to Rental Period are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of the Contract, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been embezzled as defined in Vehicle Code Section 10855. Renter or AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 3.

Any use of Vehicle in a manner prohibited in this paragraph shall, to the extent permitted by applicable law, void Personal Effects Coverage (PEC), Extended Protection (EP), and Supplemental Liability Protection (SLP).

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-307-6666 and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

6. Accidents. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter, AAD(s) and all other parties seeking benefits pursuant to this rental contract shall cooperate fully with Owner and its representatives. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD. Cooperation shall include, but not be limited to, consent to: (i) examinations under oath at Owner's or Owner's representatives' request and furnishing a signed statement of testimony. and; (ii) request for statements, written or oral, and/or other matters Owner or its representatives deems related to the adjustment of any claim, suit or proceeding. Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and/or use of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR or otherwise, including during the adjustment of any claim, suit or legal proceeding.

7. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs. In addition to other obligations under the California Civil Code and California law, if Optional DW is not purchased and subject to any limitations in California law, Renter accepts responsibility and shall pay Owner, on demand, for:

- a. All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of the Vehicle.

- b. Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for the cost of repair up to the fair market value of the Vehicle.

c. The first \$500 of vandalism damages that are not a direct result of the actual theft of the Vehicle.

d. An administrative charge, as authorized by California Civil Code Section 1939.03(f).

e. Towing, storage or impound fees.

Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during non-business hours or to any place other than the Branch Location on the Summary, damages as outlined above occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to Optional Accessories, or any liability imposed by law. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL DW.**

8. Responsibility to Third Parties. Owner or its affiliate complies with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state, province or otherwise by law, neither Owner or its affiliate extends any of its motor vehicle financial responsibility or provides insurance coverage to Renter, AAD(s), passengers or third parties through the Contract. If liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable state motor vehicle financial responsibility law, then Owner or its affiliate extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of the Contract and if Owner or its affiliate is obligated to extend its motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's or its affiliate's obligation is limited to the applicable state minimum financial responsibility amounts. Renter and AAD's agree that any misrepresentation, false or misleading information supplied to Owner or Owner's Representatives and/or refusal to cooperate with Owner or Owner's representatives during any claim, suit or proceeding may result in the declination of any such claim. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD. Unless required by law, Owner's or its affiliate's financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. Owner's or affiliate's financial responsibility does not provide coverage for nor extend to: 1. Punitive or exemplary damages (these include damages which may be imposed to punish a wrongdoer or deter others from similar conduct); 2. Fines; 3.

Penalties; 4. Treble damages; or 5. Multiplied or multiple damages imposed upon any permissive operator. This punitive damage exclusion shall further apply to any claim for uninsured or underinsured motorist coverages. There is no coverage for any costs, interest, or damages attributable to punitive or exemplary damages. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.**

9. Indemnification by Renter. Renter shall defend, indemnify and hold Owner or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner and/or its affiliate(s) in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner or its affiliate(s) for all such losses. This obligation may be limited if Renter purchases optional DW, EP and/or optional SLP to the extent DW, EP and/or SLP applies. **SEE PARAGRAPHS 17 AND 18 FOR MORE INFORMATION ON OPTIONAL DW AND OPTIONAL SLP AND EP.**

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner or its affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively **PIP**) or Uninsured/Underinsured Motorist Protection (**UM/UIM**) through the Contract. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. Renter, AAD(s) and all other parties seeking benefits pursuant to this rental contract agree that any misrepresentation, false or misleading information supplied to Owner or Owner's representative and/or refusal to cooperate (including, but not limited to, the failure to provide statements or an examination under oath) with Owner or Owner's representatives during any claim, suit or proceeding may result in the declination of any such claim. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD. **SEE PARAGRAPH 19 FOR INFORMATION ON OPTIONAL PAI/PEC.**

11. Personal Property. Owner is not responsible for any damage to, loss or theft of, any personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to

remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle and/or any Optional Accessories. Owner is not responsible for and Renter releases Owner from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle and/or any Optional Accessories. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. **SEE PARAGRAPH 19 FOR INFORMATION ON OPTIONAL PEC.**

12. Use in Mexico. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, DW, PEC and SLP do not apply to accidents or events that occur in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under the Contract, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under the Contract; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under the Contract; or their party's per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

a. To present insurance claims of any type to Renter's insurance carrier and/or credit card company if:

i. Vehicle is damaged, lost or stolen during the Rental period, and if the Renter is liable under California Civil Code 1939, and if Renter fails to pay for any damages; or

ii. Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.

b. To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of the Contract is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

16. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under the Contract and/or if Vehicle or any Optional Accessory mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach, Vehicle failure, and/or Optional Accessory failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle and/or Optional Accessory by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(s) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(s). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(s).** Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

17. CIVIL CODE SECTION 1939.09 NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER.

DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage, and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or Authorized Driver(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to determine if Renter

must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies. Owner will not hold Renter responsible if Owner offers and Renter purchases damage waiver. Damage waiver will not protect Renter if:

a. Damage or loss results from an Authorized Driver's

- 1. Intentional, willful, wanton, or reckless conduct,**
- 2. Operation of the vehicle under the influence of drugs or alcohol in violation of Section 23152 of the California Vehicle Code,**
- 3. Towing or pushing anything, or**
- 4. Operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.**

b. Damage or loss occurs while the vehicle is

- 1. Used for commercial hire,**
- 2. Used in connection with conduct that could be properly charged as a felony,**
- 3. Involved in a speed test or contest or in driver training activity,**
- 4. Operated by a person other than an authorized driver, or**
- 5. Operated in Mexico;**

c. Any Authorized Driver(s) has

- 1. Provided fraudulent information to the rental company, or**
- 2. Provided false information and the rental company would not have rented Vehicle if it had instead received true information**

The cost of optional damage waiver is \$16.99 to \$500.00 for every rental day, depending on the vehicle rented.

18. Optional Supplemental Liability Protection and Extended Protection.

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on the Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

(a) Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician; **(b)** Loss arising out of bodily injury, death or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; **(c)** Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); **(d)** Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; **(e)** Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing; **(f)** Bodily injury, death to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s); **(g)** Property damage to property transported or in the care, custody or control of Renter or AAD(s); **(h)** Damage to Vehicle; **(i)** Liability arising out of the use of Vehicle, which

was obtained based on false, misleading or fraudulent information; **(j)** Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract; **(k)** Bodily injury or property damage expected or intended from the standpoint of Renter or AADs.

Report SLP Claims to:

Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928.

For retail rentals only secured with Extended Protection within the cost of the rental (excluding any liability protection or insurance coverage provided under a commercial contract), the following shall apply:

Extended Protection (EP) (Where available): Owner provides Renter or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the vehicle (the Primary Protection). EP also provides additional third party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury and/or property damage to others arising out of the use or operation of the Owner rental vehicle by Renter or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage (only where required by law for property damage) in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident;; or state mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while another AAD or Renter is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY OR DEATH TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR AN AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S

COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. (F) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF RENTER OR AADS. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. Report EP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928.

RENTAL CAR AGENTS LICENSE #0D15656, #0D15655, #0627217, #OD156554 OR #OH40830

CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER HOTLINE 800-927-4357

19. Optional Personal Effects Coverage (PEC)

PURCHASE OF PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PEC POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, EMPLOYERS OR CREDIT CARD INSURANCE OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE CONTRACT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S INSURANCE.

PEC insures the personal effects of Renter, or any individual who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PEC is available for an additional charge as stipulated on the Summary. "Renter" is the person who signs the Summary as Renter.

PEC Benefits:

\$1,750 per person; \$8,750 maximum coverage for all covered individuals during the Rental Period.

PEC benefits apply to personal effects belonging to Renter, or any individual who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

PEC Exclusions:

PEC shall not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered.

THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.

To file PEC claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Contract to:

Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950

Phone: 1 888 515-3132 Fax: 1-216-617-2928.

RENTAL CAR AGENTS LICENSE #0D15656, #0D15655, #0627217, #OD156554 OR #OH40830

CALIFORNIA DEPARTMENT OF INSURANCE CONSUMER HOTLINE 800-927-4357

20. Roadside Assistance Protection. When deciding whether or not to purchase ROADSIDE ASSISTANCE PROTECTION (RAP), you may wish to check to determine whether, you have other coverage or protection for such services. **ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.** Renter may purchase RAP from Owner for an additional fee. If Renter purchases RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) flat tire replacement (if no inflated spare is available, Vehicle will be towed) but the cost of a replacement tire is not waived, (ii) lockout service (if keys are locked inside Vehicle), (iii) Vehicle jumpstart, and (iv) A fuel delivery of up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel and (vi) A tow

to the nearest charging source due to loss of battery charge for Battery-Electric Vehicles. RAP does not waive any charges incurred in Mexico.

21. Personal Information; Owner's Collection and Use of Vehicle Data; Renter's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps.

A. Customer Privacy: Renter understands and agrees to the collection, use, disclosure and storage of personal information by Owner for the purposes of: (i) providing assistance with reserving, renting, purchasing and leasing motor vehicles; (ii) providing roadside assistance, emergency and other services; (iii) providing information on Owner's car sales, ride-sharing and fleet services; (iv) providing Renter by mail, email and other electronic messages with discounts, coupons, offers and information that may be of interest; (v) obtaining Renter's feedback on satisfaction with Owner's services by contacting Renter by e-mail, mobile phone or other phone number provided on the Rental Contract; (vi) compiling statistics and analysis about Renters' use of Owner's sites, products and services; (vii) helping operate, maintain and improve systems and sites; and (viii) as otherwise set out in Section 21(b) below and in Owner's privacy policy ("Privacy Policy"), as may be amended from time to time and which is incorporated herein by reference and available at <https://privacy.ehi.com>. Renter may opt out of receiving commercial electronic communications, including for marketing purposes, or from receiving telemarketing or customer satisfaction calls. If Renter wishes to exercise this opt out, request access or corrections to their personal information, or otherwise make an enquiry about Owner's privacy practices, Renter can contact Owner through its Global Privacy Portal, at <https://privacy.ehi.com/requests>, call 1(877) 858-3884, or by mail at White Ventures Holdings, Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

B. Telematics Data: Renter acknowledges that Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the Internet or cellular services, or other similar technology ("Telematics Devices"). Renter acknowledges and agrees to (1) the collection of data from Telematics Devices ("Telematics Data") by Owner and, in certain instances, the Vehicle manufacturer and other authorized third parties, including vehicle location information, collision information, and vehicle information, such as vehicle operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information; and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including to fulfill the Vehicle rental services; (ii) to provide Renter, AAD(s) or other passengers with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or abandoned; or (iv) where required by law. Data may be used and stored by Owner after the expiration of the Contract. Further details

about Owner's treatment of Telematics Data are set out in Owner's Privacy Policy at <https://privacy.ehi.com>.

C. Renter's Use of Vehicle's Navigation and Infotainment Systems and Vehicle Manufacturer Apps:

1. If Renter, AAD(s) or any passenger pairs a mobile device with the Vehicle's navigation or infotainment systems and chooses to use OnStar, Apple CarPlay, Android Auto or other similar third party software or services on the Vehicle, or If you choose to use any navigational features on the Vehicle's Infotainment systems or other device (Including Optional Accessories), your personal information and other data may be transferred and/or stored on these systems. Owner cannot guarantee the privacy or confidentiality of such information. It is Renter's sole responsibility to delete all such personal information and other data from these systems or devices before returning Vehicle to avoid subsequent occupants of Vehicle accessing this information.

2. If Renter downloads a mobile application made available by the Vehicle manufacturer or other third party and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of Telematics Data and other information (including location information and personal information) with the Vehicle manufacturer or other third party, as applicable. Renter's use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

22. Headings. The headings of the numbered paragraphs of the Contract are for convenience only, are not part of the Contract and do not in any way limit, modify or amplify the terms and conditions of the Contract.

23. Text & Call. By signing the Summary, Renter agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Owner or Owner's representative to contact Renter at the phone number(s) provided in connection with the Contract to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Renter's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For further details about Owner's privacy practices, please see Owner's privacy practices as set out at <https://privacy.ehi.com> or by contacting Owner as set out in paragraph 21.a.

24. Choice of Law. All terms and conditions of the Contract shall be interpreted, construed and enforced pursuant to the laws of the State where the Contract is executed by Renter without giving effect to the conflict of laws and/or provisions of such State.

25. Dispute Resolution Provision - Mandatory Arbitration Agreement: RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND (“CLAIMS”) AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OWNER’S PRODUCTS AND SERVICES, COMMUNICATIONS WITH RENTER, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, “RENTER” ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE CONTRACT, AND ANY OF RENTER’S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND “OWNER” ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Period. However, Renter and Owner agree that either Renter or Owner may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Renter only and is not made part of a class action, private attorney general action or other representative or collective action. The Renter and Owner also agree that claims against or by a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner’s financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. Renter or Owner, as applicable, must send a written Notice of Dispute (“Notice”) describing (a) the nature and basis of the claim; and (b) the relief sought, to Renter or Owner, as applicable. The Notice to Owner should be addressed to: CT Corporation, 208 S LaSalle, Suite

814, Chicago, IL 60604 (“Notice Address”). If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, Renter or Owner may commence an arbitration by filing a demand for arbitration with the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA’s Consumer Arbitration Rules in effect at the time of the demand, as modified by the Contract. However, a single arbitrator will be selected according to AAA’s Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Renter or by Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Renter and Owner with due consideration of their ability to travel and other pertinent circumstances. If Renter and Owner are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither Renter or Owner nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both Renter and Owner.

(2) Arbitrator’s Authority: The arbitrator is bound by the Contract, the Federal Arbitration Act (“FAA”) and AAA’s Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of the Contract, including whether it is void. Renter and Owner agree that the arbitrator’s decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether Renter or Owner.

(3) Arbitration Costs: Renter will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter’s claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Owner may seek reasonable attorney’s fees. Owner will pay all fees and costs it is required by law to pay.

(4) Governing Law and Enforcement: Notwithstanding anything in paragraph 24, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or

unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

26. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (866) 225-4284, email Mobility@erac.com, or TTY 1 (866) 534-9270.

Owner is an affiliate of White Ventures LLC., which owns all rights to White Ventures names and marks. Additional Terms and Conditions updated 6/30/2023. CA-JK MY23.